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UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON

LAURA VANCE,

Plaintiff,

vs.

MARK T. CASE, and JANE DOE  
CASE, husband and wife; SUTTELL &  
HAMMER, P.S., SUTTELL &  
ASSOCIATES, P.S., CAITLIN R.  
FINLEY and JOHN DOE FINLEY,  
wife and husband, and MALISA L.  
GURULE, and JOHN DOE GURULE,  
wife and husband,

Defendants.

Case No.: CV-10-036-LRS

AMENDED COMPLAINT

FOR VIOLATIONS OF THE FDCPA,  
15 USC 1692

1 Plaintiff Laura Vance, by and through her attorneys, Michael D. Kinkley of  
2 Michael D. Kinkley, P.S., and Heath M. Irvine of the Law Offices of Heath M.  
3 Irvine allege the following:  
4

5 I. COMPLAINT

6 1.1. This is an action for damages and remedies against Defendants, Mark T.  
7 Case and Jane Doe Case, husband and wife, Suttell & Hammer, P.S.,  
8 Suttell & Associates, P.S., Caitlin R. Finley and John Doe Finley, wife  
9 and husband, and Malisa Gurule and John Doe Gurule, wife and  
10 husband, pursuant to the Fair Debt Collection Practices Act, 15 U.S.C.  
11 §1692, *et seq.*, (“FDCPA”).  
12  
13

14 1.2. Laura Vance paid in full the judgment entered against her. Despite  
15 repeated requests, Defendants refused to satisfy the judgment. Instead  
16 the Defendants instituted two separate supplemental proceedings for  
17 examination of the debtor obtaining orders from the court requiring her  
18 appearance in court under the threat of the penalty of being jailed for  
19 contempt. To obtain the court order, the Defendants swore to the state  
20 court “under penalty of perjury” that the judgment was unsatisfied. The  
21 Defendants have now admitted that the judgment had been paid in full.  
22 So the sworn allegation that the judgment was “unsatisfied” was an  
23  
24  
25 admittedly false statement.

II. JURISDICTION & VENUE

2.1. Jurisdiction of this Court arises under 15 U.S.C. §1692k(d), 28 U.S.C. §1337, and 28 U.S.C. §1331. Supplemental jurisdiction exists for state law claims pursuant to 28 U.S.C. §1367. Declaratory relief is available pursuant to 28 U.S.C. §2201 and §2202.

2.2. Venue is proper in this District under 28 U.S.C. §1391(b) because the Defendants conduct affairs and transact business in this District, a significant portion of the unlawful acts giving rise to this Complaint occurred in this District, and the Plaintiff resides within the territorial jurisdiction of the court.

III. FEDERAL QUESTION  
SUBJECT MATTER JURISDICTION

3.1. Plaintiff Laura Vance is a “consumer” as defined by the FDCPA, 15 U.S.C. §1692(a)(3).

3.2. Plaintiff Laura Vance is a natural person.

3.3. Defendants alleged that Plaintiff Laura Vance was allegedly obligated to pay a debt.

3.4. Defendant Suttell & Hammer, P.S. was attempting to collect a “debt” as defined by FDCPA, 15 U.S.C. §1692(a)(5).

1 3.5. The alleged debt Defendant Suttell & Hammer, P.S. was attempting to  
2 collect was an alleged obligation of the Plaintiff to pay money arising out  
3 of a transaction primarily for personal, family, or household purposes.  
4

5 3.6. Defendant Suttell & Associates, P.S. was attempting to collect a “debt”  
6 as defined by FDCPA, 15 U.S.C. §1692(a)(5).  
7

8 3.7. The alleged debt Defendant Suttell & Associates, P.S. was attempting to  
9 collect was an alleged obligation of Plaintiff to pay money arising out of  
10 a transaction primarily for personal, family, or household purposes.  
11

12 3.8. Defendant Mark Case was attempting to collect a “debt” as defined by  
13 FDCPA, 15 U.S.C. §1692(a)(5).  
14

15 3.9. The alleged debt Defendant Mark Case was attempting to collect was an  
16 alleged obligation of Plaintiff to pay money arising out of a transaction  
17 primarily for personal, family, or household purposes.  
18

19 3.10. Defendant Caitlin R. Finley was attempting to collect a “debt” as defined  
20 by FDCPA, 15 U.S.C. §1692(a)(5).  
21

22 3.11. The alleged debt Defendant Caitlin R. Finley was attempting to collect  
23 was an alleged obligation of Plaintiff to pay money arising out of a  
24 transaction primarily for personal, family, or household purposes.  
25

3.12. Defendant Malisa Gurule was attempting to collect a “debt” as defined  
by FDCPA, 15 U.S.C. §1692(a)(5).

1 3.13. The alleged debt Defendant Malisa Gurule was attempting to collect was  
2 an alleged obligation of Plaintiff to pay money arising out of a  
3 transaction primarily for personal, family, or household purposes.  
4

5 3.14. All charges that Defendants alleged that Plaintiff Laura Vance owed  
6 were for personal, family or household purposes.  
7

8 3.15. Defendant Suttell & Hammer, P.S. is a “debt collector” as defined by the  
9 FDCPA, 15 U.S.C. §1692(a)(6).

10 3.16. Defendant Suttell & Hammer, P.S. uses interstate commerce or the mails  
11 for the collection of debts.  
12

13 3.17. Defendant Suttell & Hammer, P.S. regularly collects or attempts to  
14 collect, directly or indirectly, debts owed or due, or asserted to be owed  
15 or due another using the telephone and mail.  
16

17 3.18. Defendant Suttell & Hammer, P.S. communicated with the Plaintiff with  
18 the intent to collect a debt.

19 3.19. Defendant Suttell & Associates, P.S. is a “debt collector” as defined by  
20 the FDCPA, 15 U.S.C. §1692(a)(6).  
21

22 3.20. Defendant Suttell & Associates, P.S. uses interstate commerce or the  
23 mails for the collection of debts.  
24  
25

1 3.21. Defendant Suttell & Associates, P.S. regularly collects or attempts to  
2 collect, directly or indirectly, debts owed or due or asserted to be owed or  
3 due another using the telephone and mail.  
4

5 3.22. Defendant Suttell & Associates, P.S. communicated with the Plaintiff  
6 with the intent to collect a debt.  
7

8 3.23. Defendant Mark T. Case is a “debt collector” as defined by the FDCPA,  
9 15 U.S.C. §1692(a)(6).  
10

11 3.24. Defendant Mark T. Case uses interstate commerce or the mails for the  
12 collection of debts.  
13

14 3.25. Defendant Mark T. Case regularly collects or attempts to collect, directly  
15 or indirectly, debts owed or due or asserted to be owed or due another  
16 using the telephone and mail.  
17

18 3.26. Defendant Caitlin R. Finley is a “debt collector” as defined by the  
19 FDCPA, 15 U.S.C. §1692(a)(6).  
20

21 3.27. Defendant Caitlin R. Finley uses interstate commerce or the mails for the  
22 collection of debts.  
23

24 3.28. Defendant Caitlin R. Finley regularly collects or attempts to collect,  
25 directly or indirectly, debts owed or due or asserted to be owed or due  
another using the telephone and mail.

1 3.29. Defendant Malisa Gurule is a “debt collector” as defined by the FDCPA,  
2 15 U.S.C. §1692(a)(6).

3  
4 3.30. Defendant Malisa Gurule uses interstate commerce or the mails for the  
5 collection of debts.

6 3.31. Defendant Malisa Gurule regularly collects or attempts to collect,  
7 directly or indirectly, debts owed or due or asserted to be owed or due  
8 another using the telephone and mail.  
9

10 IV. PARTIES

11 4.1. Now, and at all relevant times, Plaintiff Laura Vance was a resident of  
12 the State of Washington residing within the territorial jurisdiction area of  
13 the United States District Court for the Eastern District of Washington.

14  
15 4.2. Sometime in the summer or fall of 2009, Suttell & Associates, P.S. began  
16 doing business as Suttell & Hammer, P.S. Suttell and Associates, P.S. is  
17 now known as Suttell & Hammer, P.S.  
18

19 4.3. Defendants Suttell & Hammer, P.S. and Suttell & Associates, P.S.  
20 (collectively hereafter “Suttell”) are each a Washington professional  
21 service corporation.  
22

23 4.4. Defendant Suttell is doing business as a “debt collector” in the Eastern  
24 District of Washington of the United States District Court as defined by  
25 the FDCPA, 15 U.S.C. §1692(a)(6).

1 4.5. Defendant Mark Case, an attorney licensed in the State of Washington,  
2 engaged in the business of collecting debts within the State of  
3 Washington which were originally owed to another.  
4

5 4.6. Defendant Mark Case is doing business as a “debt collector” in the  
6 Eastern District of Washington of the United States District Court as  
7 defined by the FDCPA, 15 U.S.C. §1692(a)(6).  
8

9 4.7. Defendant Caitlin R. Finley, an attorney licensed in the State of  
10 Washington, engaged in the business of collecting debts within the State  
11 of Washington which were originally owed to another.  
12

13 4.8. Defendant Caitlin R. Finley is doing business as a “debt collector” in the  
14 Eastern District of Washington of the United States District Court as  
15 defined by the FDCPA, 15 U.S.C. §1692(a)(6).  
16

17 4.9. Defendant Malisa Gurule, an attorney licensed in the State of  
18 Washington, engaged in the business of collecting debts within the State  
19 of Washington which were originally owed to another.  
20

21 4.10. All acts alleged of Suttell & Hammer, P.S. were done on its own behalf,  
22 on behalf of Defendants Suttell & Associates, P.S., Mark Case, Caitlin R.  
23 Finley, and Malisa Gurule.  
24  
25



1 4.11. All acts alleged of Suttell & Associates, P.S. were done on its own  
2 behalf, on behalf of Defendants Suttell & Hammer, P.S., Mark Case,  
3 Caitlin R. Finley, and Malisa Gurule.  
4

5 4.12. All acts alleged of Mark T. Case were done on his own behalf, on behalf  
6 of Defendants Suttell & Hammer, P.S., Suttell & Associates, P.S.,  
7 Caitlin R. Finley, and Malisa Gurule and on behalf of Jane Doe Case and  
8 the marital community.  
9

10 4.13. All acts alleged of Caitlin R. Finley were done on her own behalf, on  
11 behalf of Defendants Suttell & Hammer, P.S., Suttell & Associates, P.S.,  
12 Mark T. Case, and Malisa Gurule and on behalf of John Doe Finley and  
13 the marital community.  
14

15 4.14. All acts alleged of Malisa Gurule were done on her own behalf, on behalf  
16 of Defendants Suttell & Hammer, P.S., Suttell & Associates, P.S., Mark  
17 T. Case, Caitlin R. Finley and on behalf of John Doe Gurule and the  
18 marital community.  
19

20 V. FACTS  
21

22 5.1. On May 8, 2008, Defendant Suttell filed a lawsuit on behalf of HSBC  
23 Bank Nevada, N.A. ("HSBC"), against Laura Vance, in Spokane County  
24 Superior Court, Case number 08-202119-4.  
25

1 5.2. On June 13, 2008, Defendant Suttell obtained a default judgment in favor  
2 of HSBC, against Plaintiff Laura Vance, in the amount of \$3,610.57  
3 (“HSBC Judgment”).  
4

5 5.3. On July 16, 2008, Defendant Suttell obtained a Writ of Garnishment in  
6 Spokane County Superior Court against Laura Vance’s employer,  
7 Spokane Advanced Imaging Institute.  
8

9 5.4. Thereafter, Laura Vance received notice of the garnishment.

10 5.5. Laura Vance and her husband, Michael Vance contacted Suttell for  
11 instructions on how they could pay off the judgment to obtain a  
12 discontinuation of the garnishment of her employer.  
13

14 5.6. Laura Vance followed the instructions Defendant Suttell had suggested  
15 for payment.  
16

17 5.7. On August 20, 2008, Plaintiff Michael and Laura Vance obtained a  
18 Cashier’s Check in the amount of \$3,610.57.

19 5.8. The cashier’s check was drafted in an amount identical to the HSBC  
20 Judgment.  
21

22 5.9. The cashier’s check stated in all capital letters “GARNISHMENT  
23 PAYOFF”.  
24

25 5.10. No other person named “Vance” was being garnished by defendant  
Suttell & Associates, P.S. in Spokane County.

1 5.11. Plaintiff Laura Vance mailed the cashier's check to Defendant Suttell,  
2 attention Mark Case.

3  
4 5.12. Defendant Suttell received the Vance cashier's check.

5 5.13. Included in the envelope in which the Vances sent the cashier's check  
6 was a copy of the Writ of Garnishment of Laura Vance's employer.

7  
8 5.14. After receiving the cashier's check Defendant Suttell endorsed the  
9 cashier's check, "Pay to the order or Bank of America, Mercer Island,  
10 WA 98040 For Deposit Only Suttell & Associates Midland YCC  
11 \*\*\*\*114" (redacted).

12  
13 5.15. The judgment creditor that Laura Vance paid in full was HSBC.

14 5.16. After endorsing the cashier's check Defendant Suttell deposited it into a  
15 bank account.

16  
17 5.17. Defendant Suttell was required to deposit these funds in an IOLTA  
18 (attorney trust account.).

19 5.18. The Bank account in which Defendant Suttell deposited the cashier's  
20 check belonged to Defendant Suttell.

21  
22 5.19. The cashier's check cleared.

23 5.20. On or before September 2008, the HSBC Spokane County Superior  
24 Court Judgment against Laura Vance in *HSBC Bank v. Laura M. Vance*,  
25 # 08-2-02119 was fully satisfied.

1 5.21. Since the balance of the HSBC Judgment was satisfied in full in August  
2 or September of 2008, a satisfaction of judgment should have been  
3 immediately filed with the Spokane County Superior Court at that time.  
4

5 5.22. No Satisfaction of judgment was filed until November 23, 2009.

6 5.23. In the fall of 2009, Laura Vance received, in an envelope from Suttell a  
7 copy of her former employer/garnishee's Answer to the July 2008  
8 garnishment.  
9

10 5.24. The Vances contacted Suttell to inform them that the judgment had been  
11 fully paid, satisfied, and the garnishment should have been shown to be  
12 quashed.  
13

14 5.25. On December 8, 2008, Plaintiff's husband, Michael Vance called  
15 Defendant Suttell, spoke to several employees, then was referred to  
16 Defendant Mark T. Case.  
17

18 5.26. The Vances again told each Suttell employee and then Mark Case that  
19 the judgment had been paid and there should be no garnishment  
20 continuing.  
21

22 5.27. Mr. Case would not believe the Vances and demanded proof that the  
23 HSBC Judgment had been satisfied.

24 5.28. On December 8, 2008, after the conversation with Defendant Mark T.  
25 Case, Plaintiff's husband Michael Vance faxed to Defendants Mark Case

1 and Suttell a copy of the certified cashier's check the Vances had sent in  
2 August 2008 to Suttell to fully satisfy the HSBC Judgment.

3  
4 5.29. On December 8, 2008, Defendant Mark Case called the Vance's and  
5 stated in a voicemail message to Michael Vance, "We did find your  
6 payment..." acknowledging that payment had been made in full and that  
7 the proof of payment had been received.

8  
9 5.30. Under Washington law, an unsatisfied judgment in an amount of \$25.00  
10 or greater is a statutory prerequisite for a judgment creditor to obtain a  
11 court order to conduct a supplemental proceeding examination of a  
12 judgment debtor.

13  
14 5.31. On February 6, 2009, Defendant Caitlin R. Finley signed a Motion and  
15 Declaration for Order for Examination and Order to Show Cause for a  
16 Judicial Subpoena to satisfy the Washington statutory requirement of an  
17 allegation of an unsatisfied debt ("Finley Declaration").

18  
19 5.32. In the February 6, 2009, Finley Declaration, Defendant Caitlin R. Finley  
20 stated under penalty of perjury, "Judgment creditor has an unsatisfied  
21 judgment balance against the judgment debtor in an amount exceeding  
22 \$25.00."

23  
24 5.33. The full balance of the HSBC Judgment had been fully satisfied prior to  
25 Defendant Finley signing the February 6, 2009 Declaration.

1 5.34. The statement in the February 6, 2009, Finley Declaration that the,  
2 “Judgment creditor has an unsatisfied judgment balance against the  
3 judgment debtor in an amount exceeding \$25.00,” was false.  
4

5 5.35. On February 19, 2009, Defendant Suttell presented the February 6, 2009  
6 Finley Declaration, along with a proposed Order for Proceedings  
7 Supplemental to Execution and Order to Show Cause to the Spokane  
8 County Superior Court.  
9

10 5.36. On February 19, 2009, the proposed Order was signed based on  
11 Defendant Caitlin Finley’s false sworn representation.  
12

13 5.37. The Order further stated that, “YOUR FAILURE TO APPEAR SHALL  
14 BE CONSIDERED CONTEMPT OF COURT AND A BENCH  
15 WARRANT FOR YOUR ARREST MAY ISSUE.”  
16

17 5.38. On February 23, 2009, the February 6, 2009, Finley Declaration and the  
18 Order were filed with the Spokane County Superior Court.

19 5.39. The Order ordered Laura Vance to appear in Court on April 2, 2009.  
20

21 5.40. On April 2, 2009, Plaintiff Laura Vance appeared with her husband,  
22 Michael Vance at the Spokane County Superior Courthouse.

23 5.41. At thee Spokane County courthouse, the Vances again told Defendant  
24 Mark Case that the HSBC Judgment had been paid in full.  
25

1 5.42. Plaintiff Laura Vance and her husband Michael Vance incurred mileage  
2 expenses and were each forced to take four hours off of work to appear at  
3 the hearing.  
4

5 5.43. Defendant Mark Case allowed Plaintiff Laura Vance to leave without  
6 conducting the examination.  
7

8 5.44. In July of 2009, Plaintiff Laura Vance and her husband Michael Vance  
9 attempted to re-finance their home through Quicken Loans.

10 5.45. Plaintiff Laura Vance and her husband Michael Vance were unable to  
11 refinance their home because the HSBC judgment appeared on their  
12 credit report.  
13

14 5.46. In early September of 2009, a loan officer from Quicken Loans contacted  
15 Defendant Mark Case in an attempt to salvage the loan.  
16

17 5.47. The loan officer told Defendant Mark Case he had a copy of the cashier's  
18 check used to satisfy the HSBC judgment.

19 5.48. The loan officer requested that Defendant Mark Case enter a satisfaction  
20 of judgment so that the loan could go through.  
21

22 5.49. Defendant Mark Case refused to enter a satisfaction of judgment.

23 5.50. Plaintiff Laura Vance and her husband Michael Vance were unable to  
24 refinance their home.  
25

1 5.51. Instead, on September 23, 2009, Defendant Malisa L. Gurule signed a  
2 Motion and Declaration for Order for Examination and Order to Show  
3 Cause for a Judicial Subpoena (“Gurule Declaration”).  
4

5 5.52. In the September 23, 2009, Gurule Declaration, Defendant Malisa L.  
6 Gurule stated under penalty of perjury, “Judgment creditor has an  
7 unsatisfied judgment balance against the judgment debtor in an amount  
8 exceeding \$25.00.”  
9

10 5.53. The full balance of the HSBC Judgment had been fully satisfied prior to  
11 the creation and signing of the September 23, 2009, Gurule Declaration.  
12

13 5.54. The statement in the September 23, 2009, Gurule Declaration that the  
14 “Judgment creditor has an unsatisfied judgment balance against the  
15 judgment debtor in an amount exceeding \$25.00” was false.  
16

17 5.55. On October 13, 2009, Defendant Suttell presented the September 23,  
18 2009 Gurule Declaration, along with a proposed Order and Proceedings  
19 Supplemental to Execution and Order to Show Cause Pursuant to the  
20 Spokane County Superior Court.  
21

22 5.56. On October 13, 2009, based on the sworn statements contained in the  
23 Gurule Declaration, a Spokane County Superior Court Commissioner  
24 signed the proposed order presented by Malisa L. Gurule.  
25



1 5.57. The Spokane County Superior Court ordered Laura Vance to appear in  
2 Court on November 12, 2009, to be examined, and to answer judgment  
3 debtor interrogatories.  
4

5 5.58. The Court's Order further stated in all capitol letters that, "YOUR  
6 FAILURE TO APPEAR SHALL BE CONSIDERED CONTEMPT OF  
7 COURT AND A BENCH WARRANT FOR YOUR ARREST MAY  
8 ISSUE."  
9

10 5.59. On October 13, 2009, Suttell defendants filed the September 23, 2009,  
11 Gurule Declaration and Order were filed with the Spokane County  
12 Superior Court.  
13

14 5.60. On November 12, 2009, Plaintiff Laura Vance and her husband Michael  
15 Vance appeared at the Spokane County Superior Court with counsel and  
16 requested a hearing (filed pursuant to the supplemental proceeding  
17 statute) to determine if the elements of RCW 50.12.070 were met.  
18

19 5.61. One of the statutory elements of RCW 50.12.070 is that there is an  
20 existing "unsatisfied judgment."  
21

22 5.62. The Court did not have sufficient time to conduct a contested hearing on  
23 November 12, 2009.  
24

25 5.63. The Court continued the hearing for November 18, 2009.

1 5.64. Michael Vance was a necessary witness to the evidence of payment of  
2 the judgment.

3  
4 5.65. Plaintiff's husband Michael Vance incurred mileage expenses and was  
5 forced to take four hours off work to appear in Court on November 12,  
6 2009.

7  
8 5.66. On November 17, 2009, Defendant Mark Case continued to insist that  
9 the judgment had not been satisfied.

10 5.67. On November 17, 2008 Mr. Case stated in a letter: "As the court file  
11 indicates, a Judgment was entered against your client on June 13, 2008 in  
12 the amount of \$3,610.67. To date, payment has not been received for the  
13 outstanding Judgment balance; as such, it has not been satisfied. The  
14 supplemental proceeding was special set to November 18, 2009 at 1:30  
15 p.m. I have subsequently reviewed my file and note that on December 8,  
16 2008, your client and your client's husband called my office stating that  
17 they had paid the Judgment balance in full. Both the paralegal with  
18 whom they spoke and I informed your client that we had not received  
19 any payment and that they needed to provide us either a canceled check,  
20 receipt, or some other proof of payment. Our accounting department  
21 verified that no payment was received."  
22  
23  
24  
25

1 5.68. On November 18, 2009, Plaintiff Laura Vance and her husband Michael  
2 Vance appeared at Spokane County Superior Court for the hearing set at  
3 that time.  
4

5 5.69. On November 18, 2009, Plaintiff's husband Michael Vance incurred  
6 mileage expenses and was forced to take off four hours of work to attend  
7 the hearing.  
8

9 5.70. At the November 18, 2009 hearing in state court, Mr. Case finally  
10 admitted that the judgment had been satisfied. The state court dismissed  
11 the supplemental proceeding and imposed terms against Mr. Case in the  
12 amount of Nine Hundred Ninety Six Dollars and Fifty Cents (\$996.53).  
13

14 5.71. On November 23, 2009, Defendant Mark T. Case filed a full satisfaction  
15 of the HSBC judgment.  
16

## 17 VI. VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT

18 6.1 Defendants Suttell & Hammer, P.S., Suttell & Associates, P.S., Mark T.  
19 Case, Caitlin R. Finley, and Malisa Gurule each violated the FDCPA  
20 causing actual Damages to the Plaintiff.  
21

22 6.2 Defendants Suttell & Hammer, P.S., Suttell & Associates, P.S., Mark T.  
23 Case, Caitlin R. Finley, and Malisa Gurule each violated 15 USC  
24 §1692(d), by engaging in conduct the natural consequence of which is to  
25

1 harass, oppress and abuse the Plaintiff in connection with the collection  
2 of an alleged debt.

3  
4 6.3 Defendants Suttell & Hammer, P.S., Suttell & Associates, P.S., Mark T.  
5 Case, Caitlin R. Finley, and Malisa Gurule each violated 15 U.S.C. §  
6 1692(e) by making false, deceptive and misleading statements in  
7 connection with the collection of a debt.

8  
9 6.4 Defendants Suttell & Hammer, P.S., Suttell & Associates, P.S., Mark T.  
10 Case, Caitlin R. Finley, and Malisa Gurule each violated 15 U.S.C. §  
11 1692(e)(2)(A) by making false, deceptive and misleading statements  
12 which falsely represented the character, amount, or legal status of a debt.

13  
14 6.5 Defendants Suttell & Hammer, P.S., Suttell & Associates, P.S., Mark T.  
15 Case, Caitlin R. Finley, and Malisa Gurule each violated 15 U.S.C. §  
16 1692(e)(4) by representing or implying that nonpayment of any debt will  
17 result in the arrest or imprisonment of any person or seizure,  
18 garnishment, attachment, or sale of any property or wages of any person  
19 when such action may not lawfully be taken.

20  
21  
22 6.6 Defendants Suttell & Hammer, P.S., Suttell & Associates, P.S., Mark T.  
23 Case, Caitlin R. Finley, and Malisa Gurule each violated 15 U.S.C. §  
24 1692(e)(5) by threatening to take action which cannot lawfully be taken.  
25

1 6.7 Defendants Suttell & Hammer, P.S., Suttell & Associates, P.S., Mark T.  
2 Case, Caitlin R. Finley, and Malisa Gurule each violated 15 U.S.C. §  
3 1692(e)(8) by communicating credit information to a person which is  
4 known to be false, or should be known to be false, including failure to  
5 communicate that a debt is disputed.  
6

7 6.8 Defendants Suttell & Hammer, P.S., Suttell & Associates, P.S., Mark T.  
8 Case, Caitlin R. Finley, and Malisa Gurule each violated 15 U.S.C. §  
9 1692(f) by using unfair or unconscionable means to collect or attempt to  
10 collect a debt.  
11

12 6.9 Defendants Suttell & Hammer, P.S., Suttell & Associates, P.S., Mark T.  
13 Case, Caitlin R. Finley, and Malisa Gurule each violated 15 U.S.C. §  
14 1692(f)(1) by attempting to collect an amount not expressly authorized  
15 by the agreement creating the alleged debt or permitted by law.  
16

17 6.10 Defendants Suttell & Hammer, P.S., Suttell & Associates, P.S., Mark T.  
18 Case, Caitlin R. Finley, and Malisa Gurule each violated 15 U.S.C. §  
19 1692(h) by applying a payment to a debt which is disputed.  
20

21 6.11 Defendants Suttell & Hammer, P.S., Suttell & Associates, P.S., Mark T.  
22 Case, Caitlin R. Finley, and Malisa Gurule each violated 15 U.S.C. §  
23 1692(h) by failing to apply a payment in accordance with Plaintiff Laura  
24 Vance's directions.  
25

VII. DEMAND

WHEREFORE, Plaintiff demands judgment as follows:

7.1 Actual damages;

7.2 Statutory damages pursuant to the FDCPA, 15 U.S.C. §  
1692k(a)(2)(A);

7.3 Costs and reasonable attorney's fees pursuant to the FDCPA, 15 U.S.C.  
§1692k(a)(3);

7.4 Declaratory Judgment that Defendants' practices violate the Fair Debt  
Collection Practices Act and that Defendants failed to keep accurate  
accounting records of payments made.

7.5 Injunction prohibiting Defendants from attempting to collect a debt  
which is known or should be known to have been satisfied.

7.6 For such other and further relief as may be just and proper.

DATED this 25<sup>th</sup> day of March, 2010

*Michael D. Kinkley P.S.*

/s Michael D. Kinkley  
Michael D. Kinkley  
WSBA # 11624  
Attorney for the Plaintiff